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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ O.M.P.(MISC.)(COMM.) 892/2025, I.A. 26814/2025

OFFICE FOR ALTERNATIVE ARCHITECTURE THROUGH ITS
PROPRIETOR MR RAMNEEK HOODAPetitioner

Through: Mr Angad Mehta Adv Mr Rupin Bahl
Adv Mr Arsh Adv Ms Aastha Adv

versus

IRCON INFRASTRUCTURE AND SERVICES LTD THROUGH
ITS CHAIRMANRespondent

Through: Mr.Abir Phukan, Adv Ms.Rishika
Radhakrishnan, Adv Ms.Syed Nazarat
Fatima, Adv Mr.Shamik Sanyal, Adv

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER
10.11.2025

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1. This is a petition filed under Section 29A (4) of the Arbitration and Conciliation Act, 1996(***“the Act”***) seeking extension of the mandate of the Arbitrator in case No. DIAC/6838/09-2023 by a period of 9 months.
2. Along with the petition, another application has been filed by the petitioner being I.A. 26814/2025 seeking substitution of the Arbitrator.
3. Ms. Fatima, learned counsel for the respondent appears, and has handed over a reply.
4. A perusal of the reply shows that the respondent objects that the petition under Section 29 of the Act will not lie as it deals only with regard to extending the mandate of the Arbitral Tribunal and not for the substitution of an Arbitrator.



5. It is further stated that for substituting an Arbitrator, the petitioner should move a petition under Section 15 of the Act.

6. In the present case, the Arbitrator appointed by this Court recused herself on 19.09.2025. Since the Arbitrator has recused, I am in agreement that the petition should have been filed under Section 15 of the Arbitration and Conciliation Act, 1996.

7. At the request of Mr. Mehta, learned counsel for the petitioner, the present petition is treated as Section 15 of the Act, as the nomenclature of the petition is not as relevant but the substance is.

8. Mr. Mehta, learned counsel for the petitioner, states that the arbitration clause under 73.4(a)(ii) needs to be followed where the Chairman and Managing Director of the respondent have to suggest a panel of Arbitrators to the petitioner and thereafter the petitioner has to choose an Arbitrator from the said panel.

9. I am of the view that the said clause is contrary to the judgment of the Hon'ble Supreme Court in ***Central Organisation for Railway Electrification v. ECI SPIC SMO MCML (JV), (2025) 4 SCC 641***, where the constitutional bench held that such unilateral appointment clauses are violative of Article 14 of the Constitution of India and Section 18 of the Act.

10. It is also relevant to note that once the learned Arbitrator recused herself on 19.09.2025, she became *functus officio*, having ceased to hold authority to continue with the adjudicatory functions in the reference.

11. It is also emphasized that the earlier Arbitrator was also appointed by this Court vide order dated 06.09.2023 in ARB.P. 1425/2022.

12. For the said reasons, I see no impediment in substituting the Arbitrator.



13. Ms. Shalinder Kaur (Retd. Judge Delhi High Court) (Mob. No.9910384702) is appointed as a substitute Arbitrator to adjudicate the disputes between the parties.
14. All other terms and conditions of the order dated 06.09.2023 remain unchanged.
15. Since the Arbitrator is appointed today, a total of 9 months starting from today is granted to the Arbitrator to make and publish the Award.
16. The period from 19.09.2025 till today stands regularized.
17. The petition is disposed of in the aforesaid terms.

JASMEET SINGH, J

NOVEMBER 10, 2025/DM